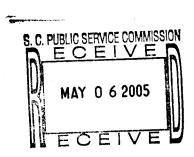
May 2, 2005

Public Service Commission of South Carolina P.O. Drawer 11649 Columbia, SC 29211

RE: 800 Response Information Services LLC



#### Dear Commission:

Enclosed please find an original copy and 10 copies of the Application of 800 Response Information Services LLC for a Certificate of Public Convenience and Necessity to Provide Resold Long Distance Telecommunications Services and for Alternative Regulation of its Long Distance Service Offerings. Included in the filing is the Company's initial South Carolina Tariff No. 1, consisting of Original pages 1 through 20. The Company proposes to offer resold interexchange intrastate telecommunications services to non-residential subscribers.

 $\sqrt{h}$ 

Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this cover letter in the self addressed stamped envelope provided for that purpose.

Please feel free to contact me if you have any questions regarding the enclosed documents.

Sincerely,

Robert Cleary

Director of Accounting

**Enclosure** 

173908

ACCEPTED | Legal 303 5-11-05

#### **BEFORE THE**

## PUBLIC SERVICE COMMISSION

#### OF SOUTH CAROLINA

APPLICATION OF 800 RESPONSE INFORMATION	)	
SERVICES LLC FOR A CERTIFICATE OF	)	
PUBLIC CONVENIENCE AND NECESSITY TO	)	<b>A</b>
PROVIDE RESOLD LONG	)	DOCKET NO. <u>2005 - 139</u> -C
DISTANCE TELECOMMUNICATIONS SERVICES	)	, <u> </u>
AND FOR ALTERNATIVE REGULATION OF ITS	)	
LONG DISTANCE SERVICE OFFERINGS	)	

800 Response Information Services LLC ("800 Response Information Services" or "Applicant") pursuant to S.C. Code Ann. §58-9-280(B), as amended, and Section 253 of the Telecommunications Act of 1996, respectfully submits this Application for Authority to Provide Resold Long Distance Service within the State of South Carolina. In addition, Applicant requests that the Commission regulate its long distance service offerings as described below in accordance with the principles and procedures established for alternative regulation in Orders No. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C.

Applicant proposes to offer resold inbound toll free interexchange telecommunications services.

All services are available twenty-four (24) hours per day, seven (7) days a week. The Applicant will commence offering service following the granting of this application.

Approval of this application will promote the public interest by increasing the level of competition within South Carolina. This competition will mandate that all exchange telecommunications providers will operate more efficiently, enabling the consumer to benefit via reduced rates.

In support of this Application, Applicant respectfully states as follows:

#### 1. The name and address of the Applicant are:

800 Response Information Services LLC

200 Church Street

PO Box 1049

Burlington, VT 05402

Telephone:

(802) 860-0378

Facsimile:

(802) 860-0395

Toll Free:

(800) 639-1560

Website:

www.800responseinformationservices.com

# 2. All correspondence, notices, inquiries and other communications regarding this application should be sent to:

Andrew Montroll, Esq.

200 Church St.

PO Box 1045

Burlington, VT 05402

Telephone:

(802) 383-0730

Facsimile:

(802) 860-0395

E-mail:

andym@montrolllaw.com

#### 3. Contact person regarding ongoing operations of the Company is:

Linda Young

Director of Operations

Telephone:

(802) 383-0803

Facsimile:

(802) 860-0395

E-mail:

lyoung@800response.com

#### 4. Description of Applicant

Applicant is a limited liability company organized in the state of Vermont on December 30, 2004. Certificates of Incorporation and Authority to Transact Business in the State of South Carolina are attached hereto as Exhibit A.

#### 5. Officers and Directors and Legal Counsel

See Exhibit B

#### 6. Customer Service

Applicant understands the importance of effective customer service for local and long distance service consumers. Applicant has made arrangements for its customers to call the Company at its toll-free customer service number, 800- 639-1650. In addition, Customers may contact the Company in writing at the headquarters address and via e-mail at customerservice@800response.com. The toll-free number will be printed on the customers' monthly billing statements.

#### 7. Financial Ability

Applicant has sufficient financial resources to operate in South Carolina. In support of the Company's financial ability to provide the proposed services, the Applicant offers its financial statements in Exhibit C.

#### 8. Managerial and Technical Ability

Exhibit D contains a brief overview of the managerial experience of Applicant. The Company has the managerial experience in the telecommunications industry that will allow it to be a successful competitive local exchange and toll provider.

#### 9. Proposed Service Territory

Applicant proposes to offer resold long distance service. Long distance service will be offered throughout the State of South Carolina. Exhibit E contains the proposed interexchange tariff of Applicant.

#### 10. Public Interest and Need

Approval of this application and Applicant's proposed tariffs will serve the public interest and offer several benefits to consumers in South Carolina. First and foremost, Applicant will offer its Customers the ability to have incoming toll free phone numbers.

The granting of Applicant's application is consistent with S.C. Code Ann. §58-9-280(B), as amended by 1996 Act No. 354, and, in that regarding Applicant makes the following representations to the Commission:

- A. Applicant possesses the technical, financial, and managerial resources sufficient to provide the services requested;
- B. Applicant is not providing local service and will not adversely impact the availability of affordable local exchange service; and
- C. Applicant, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates.

#### 11. Waivers and Regulatory Compliance

Applicant requests that the Commission grant it a waiver of those regulatory requirements inapplicable to competitive local service providers. Such rules are not appropriate for competitive providers and constitute an economic barrier to entry into the local exchange market.

- A. Applicant requests that it be exempt from any financial recording rules or regulations that require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). As a competitive provider, Applicant currently maintains its books and records in accordance with Generally Accepted Accounting Principles ("GAAP"). GAAP is used extensively by interexchange carriers. Since Applicant utilizes GAAP, the Commission will have a reliable method by which to evaluate Applicant's operations. Therefore, Applicant requests to be exempt from any and all USOA requirements of the Commission.
- B. In addition, Applicant requests a waiver of S.C. Reg. 103-610, and to be allowed to maintain its books and records at its headquarters location in Burlington, Vermont. In the event that the Commission finds it necessary to review Applicant's books, this information will be provided upon request to the Commission or Applicant will bear the expense of travel for the Commission staff to examine the books and records located outside of South Carolina.
- C. Applicant requests that it not be required to publish local exchange directories. Applicant will not be providing local services.
- D. Applicant finally requests waivers of any reporting requirements which are not applicable to competitive providers such as Applicant because such requirements (a) are not consistent with the demands of the competitive market; or (b) they constitute an undue burden on a competitive provider, thereby requiring an ineffective allocation of resources.

Applicant reserves the right to seek any regulatory waivers which may be required for Applicant to compete effectively within the states' resale market.

#### 12. Intentionally Blank

#### 13. Alternative Regulation of Business Service Offerings

In Docket No. 95-661-C in response to a Petition for Alternative Regulation by AT&T Communications of the Southern States, the Commission determined that there was sufficient competition in the market for interexchange telecommunication services to justify a relaxation in the manner in which AT&T was regulated. The Commission determined that AT&T was not required to file maximum rates for long distance business service offerings and that its tariffs be presumed valid upon filing, subject to the Commission's right within seven days to institute an investigation of the tariff filing. Applicant submits that as a competitor of AT&T in the market for providing

telecommunication services to customers, it should be subject to no regulatory constraints greater than those imposed on AT&T. Applicant requests that its interexchange business services offerings described in its proposed tariff be regulated under this form of relaxed regulation.

This Application demonstrates that Applicant has the technical, financial and managerial resources to provide resold-based long distance service within South Carolina. The granting of this Application will promote the public interest by increasing the level of competition in the telecommunications markets of the state. Competition of this nature will mandate that all local telecommunications providers will operate more efficiently and improve the overall service quality for consumers.

Approval of the Application of Applicant will serve the public interest by offering commercial consumers throughout the State of South Carolina a meaningful quality service option. Approval of this Application will also benefit non-residential consumers by creating greater competition in the interexchange marketplace of inbound toll free numbers. Competition in the telecommunications marketplace inspires innovation and development of services that meet customer needs cost effectively.

Wherefore, Applicant respectfully petitions this Commission for authority to operate as a facilities-based provider of local exchange service and a reseller of long distance telecommunications services in the State of South Carolina in accordance with this Application, for alternative regulation of its long distance business service offerings, and for such other relief as it deems necessary and appropriate.

800 Response Information Services LLC

Robert Cleary

Director of Accounting

200 Church St. PO Box 1049

Burlington, VT 05402 Telephone: 802-860-0378

Facsimile: 802-860-0378

E-mail: bcleary@800response.com

Burlington, Vermont

#### **SCHEDULE OF EXHIBITS**

Exhibit A Articles of Incorporation/

Certificate of Authority

Exhibit B Officers, Directors and Legal Counsel

Exhibit C Financial Statements

Exhibit D Resumé of Key Employees

Exhibit E Blank

Exhibit F Proposed Interexchange Tariff (IXC)

Exhibit G Blank

#### **EXHIBIT A**

South Carolina Certificate of Authority

Articles of Incorporation

(See following pages)

# The State of South Carolina



# Office of Secretary of State Mark Hammond

# **Certificate of Authorization**

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

800 RESPONSE INFORMATION SERVICES LLC, A Limited Liability Company duly organized under the laws of the State of VERMONT, and issued a certificate of authority to transact business in South Carolina on February 28th, 2005, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 2nd day of March, 2005.

Mark Hammond, Secretary of State

# STATE OF VERMONT OFFICE OF SECRETARY OF STATE

# Certificate of Good Standing

I, Deborah L. Markowitz, Secretary of State of the State of Vermont, do hereby certify that according to the records of this office

# 800 RESPONSE INFORMATION SERVICES LLC

a limited liability company formed under the laws of the State of Vermont

was filed for record in this office on December 30, 2004

I further certify that the company's most recent annual report is on file, and that articles of termination have not been filed.

January 25, 2005

Given under my hand and the seal of the State of Vermont, at Montpelier, the State Capital

Deland Mant

Deborah L. Markowitz Secretary of State



# STATE OF VERMONT OFFICE OF SECRETARY OF STATE

I, Deborah L. Markowitz, Secretary of State of the State of Vermont, do hereby certify that the attached is a true copy of the

Articles of Organization

for

# 800 RESPONSE INFORMATION SERVICES LLC

which appear of record in this department.

January 7, 2005

Given under my hand and the seal of the State of Vermont, at Montpelier, the State Capital

Daland Mant

Deborah L. Markowitz Secretary of State



# 800 RESPONSE INFORMATION SERVICES LLC

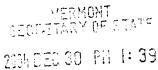
# ARTICLES OF ORGANIZATION

Pursuant to the Vermont Limited Liability Company Act (the "Act"), the undersigned hereby certifies that a limited liability company has been organized under the Act as follows:

- 1. Name. The name of the limited liability company is 800 Response Information Services LLC (the "Company").
- 2. <u>Purpose</u>. The purpose of the Company shall be to engage in the provision of information services and in any other lawful business that may be engaged in by a limited liability company organized under the Act.
- 3. <u>Initial Office</u>. The address of the initial designated office of the Company is 200 Church Street, Burlington, Vermont 05401.
- 4. <u>Initial Agent</u>. The name and address of the initial agent of the Company for service of process is Downs Rachlin Martin PLLC, P.O. Box 190, 199 Main Street, Burlington, Vermont 05402-0190, Attn: Paul H. Ode, Jr.
  - 5. Organizer. The name and address of the organizer of the Company is:

Paul H. Ode, Jr.
Downs Rachlin Martin PLLC
199 Main Street
P.O. Box 190
Burlington, Vermont 05402-0190

- 6. <u>Term.</u> The Company is an at-will limited liability company.
- 7. <u>Manager-Managed</u>. The Company is a manager-managed limited liability company, as defined in the Act, and is managed by its Managing Directors.
- 8. <u>Member Limited Liability</u>. The members of the Company are not to be liable for its debts and obligations under subsection (b) of section 3043 of the Act.



Managing Director Authority. A Managing Director of the Company acting 9. alone, is authorized to act as agent for the Company and shall have the right, power and authority to act for the Company, to bind the Company to any obligation or agreement, and transfer or encumber the Company's interest in real property. Any person dealing with the Company or any member of the Company may rely on a certificate signed by a Managing Director as to (i) the identity of any member or Managing Director; (ii) any factual matters relevant to the affairs of the Company; (iii) the persons who are authorized to execute and deliver any document on behalf of the Company; or (iv) any action taken or omitted by the Company or any member.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization as of the 23 day of December, 2004. Paul H. Ode, Jr.

BTV.423200.1

#### **EXHIBIT B**

Officers, Directors and Legal Counsel

Officers and Directors:

Mitchell Knisbacher, President 200 Church St. PO Box 1049 Burlington, VT 05402

Legal Counsel

Andrew Montroll Law Office of Andrew H. Montroll 200 Church St. PO Box 1045 Burlington, VT 05402

#### **EXHIBIT C**

#### **Financial Statements**

Applicant is a new company that is in the process of obtaining state authorizations to resell inbound "800" toll-free services. Applicant anticipates commencing operations either late in the 2<sup>nd</sup> quarter or early in the 3<sup>rd</sup> quarter of 2005. As a result, Applicant does not yet have the requested historical financial documents. Accordingly, the following page contains the Applicant's projected balance sheet and income statement for 2005. In addition, Applicant attaches hereto a bank statement showing the availability of financial resources to fund Applicant's operations.

#### 800 RESPONSE INFORMATION SERVICES LLC BALANCE SHEET PROJECTED DECEMBER 31, 2005

Assets:

Current Assets 150,000

Fixed Assets 350,000

Total Assets \$500,000

Liabilities:

Accounts Payable 100,000

Equity:

2005 Estimated Net Income 50,000 Contributed Capital 350,000

Total Liab / Equity \$500,000

# 800 RESPONSE INFORMATION SERVICES LLC INCOME STATEMENT PROJECTED AS OF DECEMBER 31, 2005

Revenues 500,000 Cost of Goods Sold 200,000

Gross Profit 300,000

Operating Expenses 250,000

Net Income \$50,000



DATE 2/24/05
PRIMARY ACCOUNT 16905267
ENCLOSURES 11

MITCHELL KNISBACHER SANDRA KNISBACHER AUTHORIZED SIGNER PO BOX 1049 BURLINGTON VT 05402-1049

------CHECKING ACCOUNTS-----

# ACCOUNT TITLE: MITCHELL KNISBACHER SANDRA KNISBACHER AUTHORIZED SIGNER

Connect through Online Banking to make transfers online or reconcile your account through Quicken or Quickbooks. For information, visit your local office or call 1-800-223-7518.

NOW CHECKING		NUMBER OF ENCLOSURES 11
ACCOUNT NUMBER	16905267	STATEMENT DATES 1/25/05 THRU 2/24/05
BEGINNING BALANCE	54,448.38	DAYS IN THIS STATEMENT PERIOD 31
5 CREDITS		AVERAGE LEDGER BALANCE 114,906.35
16 DEBITS		AVG COLLECTED BALANCE 114,906.35
SERVICE CHARGE	.00	INTEREST EARNED 9.76
INTEREST PAID	9.76	ANNUAL PERCENTAGE YIELD EARNED 0.10%
CURRENT BALANCE		2005 INTEREST PAID 13.87

DEPOSITS	AND OTHER CREDITS	
DATE	TRANSACTION DESCRIPTION	AMOUNT
1/26	Trsf from Transatlantic Trust	16,000.00
	Payment on debt	
	Confirmation number 126050080	
1/26	Trsf from TLDP Comm	20,000.00
	Transfer	· · · · · · · · · · · · · · · · · · ·
	Confirmation number 126050073	
1/26	Trsf from Transatlantic Trust	20,000.00
	Payment on debt	
	Confirmation number 126050088	
1/27	Trsf from Transatlantic Trust	19,500.00
	Payment on debt	
	Confirmation number 127050185	
2/14	Trsf from Transatlantic Trust	99,000.00
	Payment on debt	
	Confirmation number 214050343	
2/24	INTEREST DEPOSIT	9.76



DATE 2/24/05
PRIMARY ACCOUNT 16905267
ENCLOSURES 11

NOW CHECKING		16905267	(Continued)
DEBITS			
DATE	DESCRIPTION		AMOUNT
1/27	Transf to 800 Marketing		750.00
	Cap contribution		
	Confirmation number 127050189		
1/27	Transf to 800 Information Srvs		8,750.00
	750- cap cont- 8k loan		
	Confirmation number 127050187		
2/02	Transf to 800 Information Srvs		500.00
	Loan		
- •	Confirmation number 202050133		
2/07	Transf to 800 Information Srvs		1,000.00
	Loan		
	Confirmation number 207050305		
2/14	TELEPHONE TRANSFER BY		100,000.00
	KATIE P FIELDSEND		

	·		CHEC	KS		
DATE	CHECK #		AMOUNT	DATE	CHECK #	AMOUNT
2/03	1163		250.00	1/26	1174*	125.00
1/31	1165*		100.00	1/25	1175	50.00
2/14	1166		225.00	2/18	1176	125.00
1/25	1168*		50.00	1/28	1181*	520.00
1/31	1170*		500.00	2/18	1183*	1,006.11
1/26	1172*		100.00			
* INDIC	ATES BREAK IN	CHECK #	SEQUENCE			

		BALAN	CE SUMMARY		
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
1/25	54,348.38	1/31	119,003.38	2/14	116,028.38
1/26	110,123.38	2/02	118,503.38	2/18	114,897.27
1/27	120,123.38	2/03	118,253.38	2/24	114,907.03
1/28	119,603.38	2/07	117,253.38	·	,

INTEREST RATE INFORMATION
DATE INTEREST RATE
1/24 0.1000%

# **EXHIBIT D**

Resumé of Key Employees

See following pages.

#### Mitchell Knisbacher, President

Dr. Knisbacher has over 20 years experience at senior management levels in the telecommunications industry. He has extensive experience in the management of Network Operations and Engineering, Information Systems, Operations, Finance, Sales, Marketing and Customer Service functions, all for telecommunications companies. Dr. Knisbacher was the CEO and founder of Long Distance North, a long distance reseller that operated in Vermont, New Hampshire, Maine and Massachusetts for ten years. He was also Senior Vice President of Riser Management Systems, LLP, a company that specialized in design and engineering of telecom infrastructure in large Class A office buildings around the country. Dr. Knisbacher holds a B.S. in mathematics from the University of Maryland, a J.D. from Harvard, and a Ph.D. from Tufts University.

#### Robert Cleary, Director of Accounting

Bob Cleary has over twenty years experience in the accounting arena, with the last ten years spent supervising all positions that comprise an accounting department. Previously, Bob served as the senior accountant and financial analyst for Long Distance North. Mr. Cleary will be responsible for the daily financial affairs of the company as well as management of the human resource functions. Mr. Cleary holds an accounting degree from Johnson State College.

#### Linda Young, Director of Operations

With over fifteen years of telecommunications industry experience, Linda Young will oversee the operations department at 800 Response Information Services including the Customer Service and Technical Service staffs. Linda has extensive experience in operations management and software design. She has years of experience supervising programming teams, and developing software both for back office operations and the provision of enhanced telecommunications services. Previously she worked for a financial services firm in Boston. Ms. Young holds a B.S. in Business Administration, with honors, from the University of Vermont.

#### John Evancie, Director of Information Systems

John has extensive experience in creating and managing information systems and directing operations for technical service organizations. He will direct the IS team at 800 Response, where he will oversee software development, the help desk, and operations and administration of 800 Response Information Services' IVR and web platforms. Mr. Evancie served nine years as Director of Information and Business Services for the \$50-million New England division of Frontier Communications, a regional long distance carrier. Previously, he was a systems analyst for Data Systems, Inc. and performed strategic planning for McDonnell Aircraft Company (a division of Boeing). Mr. Evancie holds a B.A. in statistics from the University of Rochester and an M.S. in Management from Case Western Reserve University.

#### **EXHIBIT E**

Blank

# **EXHIBIT F**

Proposed Long Distance (IXC) Tariff

See following pages.

#### **TITLE SHEET**

#### 800 RESPONSE INFORMATION SERVICES LLC

#### SOUTH CAROLINA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service for the provision of non-residential switched intrastate telecommunications services furnished by 800 Response Information Services LLC, with principal offices at 200 Church Street, Burlington, VT 05401. This tariff applies for services furnished within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission and copies may be inspected, during normal business hours at the company's principal place of business.

#### **CHECK SHEET**

Pages 1 through 20 inclusive of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<b>REVISION</b>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original

<sup>\*</sup> New or Revised Page

# **TABLE OF CONTENTS**

	Sheet	t
Title Sheet	1	
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Table of Contents	. 3	
Tariff Format	. 4	
Symbols	. 5	
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Section 2 - Rules and Regulations	. 9	
Section 3 - Description of Services	. 17	
Section 4 - Rates	19	
Section 5 - Promotions	. 20	

#### **TARIFF FORMAT**

- 1. Sheet Numbering Sheet numbers appear in the upper right-hand corner of the page. Sheets are numbered sequentially. When a new sheet is added between existing pages with whole numbers, a decimal is added. For example, a new page added between sheets 11 and 12 would be sheet 11.1.
- 2. Sheet Revision Numbers Revision numbers also appear in the upper right-hand corner of the sheet. These numbers are used to indicate the most current sheet version on file with the PSC. For example, the 4th Revised Sheet 13 cancels the 3rd Revised Sheet 13. A revision may be suspended by the PSC for further review and consideration. Consult the Check Sheet for the sheets currently in effect.
- 3. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence used in this tariff.

2. 2.1 2.1.1 2.1.1.A 2.1.1.A.1.(a) 2.1.1.A.1.(a).I 2.1.1.A.1.(a).I.(i) 2.1.1.A.1.(a).I.(i)

4. Check Sheet - When a tariff filing is made with the PSC, an updated Check Sheet or Sheets accompany the tariff filing. The Check Sheet(s) lists the page(s) contained in the tariff, with a cross reference to the current Revision Number. When new page(s) are added, the Check Sheet(s) are changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the Check Sheet(s) if these are the only changes made to them (i.e., the format, etc. remains the same, just revised revision levels on some page(s)). The tariff user should refer to the latest Check Sheet(s) to find out if a particular page is the most current on file with the PSC.

Issued: April 29, 2005 Effective: , 2005

## **SYMBOLS**

The following are the only symbols used for the purposes indicated below:

C	-	to signify a changed regulation
D	-	to signify a discontinue or deleted rate or regulation
I	_	to signify a rate increase
M	-	to signify tariff information moved to a different page without any
		change
N	-	to signify a new or changed rate or regulation
R	-	to signify a rate reduction
T	-	to signify a change in text but no change in an existing rate or
		regulation

## **SERVICE AREA MAP**

800 Response Information Services LLC will provide intrastate service throughout the State of South Carolina.

#### **SECTION 1 - DEFINITIONS**

<u>Access Line</u> - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Carrier's location or switching center.

<u>Authorization Code</u> - A numerical code, one or more of which may be assigned to a Customer, to enable the Carrier to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

<u>Authorized User</u> - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

<u>Automatic Numbering Identification (ANI)</u> - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

<u>Call Reporting System</u> – A computerized system for providing detailed, real-time reports of call records, including calls that are not completed due to busy signals and ring-no-answers, via the internet.

<u>Common Carrier</u> - A company or entity providing telecommunications services to the public.

Carrier or Company - Refers to 800 Response Information Services LLC.

<u>Completed call</u> - A call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering device.

<u>Customer</u> - The person, firm, corporation or other legal entity which orders the services of the Company and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

<u>Customer - Provided Facilities</u> - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

Issued: April 29, 2005		Effective:	, 2005

#### <u>SECTION 1 – DEFINITIONS Continued</u>

<u>Dedicated Access</u> - The Customer gains entry to the Company's services by a direct path from the Customer's location to the company's point of presence.

<u>Intrastate Message Telecommunications Service ("MTS")</u> - The term "Intrastate Message Telecommunications Services" denotes the furnishing of intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of South Carolina.

<u>Residential customer</u> - A customer who has telephone service at a dwelling and the service is used primarily for domestic or social purposes. All other customers are non-residential customers.

Resp. Org. - Responsible Organization or entity identified by an 8XX service Customer that manages and administers records in the SMS 800 Database.

<u>Service</u> - Any telecommunications service(s) provided by the carrier under these schedules.

<u>Station</u> - A telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

<u>Switched Access</u> - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

<u>Toll Free Service</u> – An interexchange service offered pursuant to this tariff for which the called party is assigned an 8XX-NXX-XXX number and is billed for calls terminating at that number.

<u>Underlying Carrier</u> - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

<u>PSC</u> - Used throughout this tariff to mean the South Carolina Public Service Commission.

1 1 4 1100 0005	Tice 4:	2005
Issued: April 29, 2005	Effective:	. 2005

#### **SECTION 2 - RULES AND REGULATIONS**

#### 2.1 <u>Undertaking of the Company</u>

Service is offered to non-residential Customers of the Company to provide toll free service originating and terminating partially or wholly within the State of South Carolina, using the Company's network configuration. The Company provides switched inbound toll free long distance services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

In-state toll services provided by the Company are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall provide sufficient information to the Company to fully identify the Customer and the services requested.

#### 2.2 **Limitations**

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control, or when the Customer is using service in violation of the law or the provisions of this tariff.
- 2.2.3 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

#### 2.3 <u>Use of Services</u>

- 2.3.1 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.3.2 Customers shall not use the service provided under this tariff for any unlawful purpose.

#### 2.4 Liability

- 2.4.1 Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.
- 2.4.2 The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the charge for the affected call. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided

Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

- 2.4.3 The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.
- 2.4.4 The Company is not liable for any act or omission of any entity, other than employees or agents of the Company, furnishing facilities or services connected with or provided in conjunction with the Company's services.
- 2.4.5 The Company shall be indemnified and held harmless by the Customer against: all claims for libel, slander, or infringement of copyright or trademark arising out of the material, data, information, or other content transmitted over the Company's facilities, and any other claim arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.

#### 2.5 Interruption of Service

- 2.5.1 The Company will attempt to provide continuous and uninterrupted service. If the Company schedules a service interruption for maintenance or repairs, the Company will notify customers of the cause and expected duration of the interruption at least 24 hours in advance, when possible.
- 2.5.2 Upon customer request, the Company will credit a Customer's account for service interruptions which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels or equipment provided by the Customer. Before requesting a credit, the Customer will take reasonable steps to verify that the trouble could not have been prevented by the Customer and is not in the Customer's wiring or equipment. For purposes of computing a credit for services, a month consists of 720 hours. The Company will credit the Customer's account at the rate of 1/720th of the monthly charge for the service affected for each full hour of the interruption.
- 2.5.3 The following formula shall apply for interruptions lasting more than two continuous hours:

"A" - outage time in hours (must be a continuous duration of two hours or more.)

"B" - total monthly charges for affected service

## 2.6 Responsibilities of the Customer

- 2.6.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.6.2 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.
- 2.6.3 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.6.4 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.6.5 The Customer is responsible for ensuring that the customer premise equipment is compatible with the Company's facilities or services.
- 2.6.6 The Customer must pay the Company for replacement or repair of damage to the service or facilities of the Company caused by negligence or willful act of the Customer, by improper use of the services, or by use of service provided by Customer.
- 2.6.7 The Customer must pay for the loss through theft of any Company service connected at Customer's premises only if the Customer has failed to take reasonable precautions to prevent such theft of service.
- 2.6.8 Charges for installations, service connections, moves, rearrangements, if any, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.
- 2.6.9 The Customer is responsible for payment of all charges for services and equipment furnished to Customer for transmission of calls via the Company.

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2.6.10 All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agent may be the Company, a local exchange telephone company or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction. Any objections to billed charges must be reported to the Company or its billing agent within 60 (sixty) days of the date of the invoice on which the protested charge appears. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

#### 2.7 Cancellation of Services

- 2.7.1 The Company, upon five working days written notice to the Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:
  - 2.7.1.A Non-payment of any sum due to carrier for regulated service for more than thirty days beyond the date of rendition of the bill for such service.
  - 2.7.1.B A violation of any regulation governing the service under this tariff.
  - 2.7.1.C A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
  - 2.7.1.D Service may be disconnected without notice for tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.
  - 2.7.1.E For Customer's breach of contract for service between the Company and the Customer.

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2.7.2 Except as otherwise provided in a service contract signed by the Customer and approved by the Company, the Customer or Company may terminate the Toll Free Services without cause by providing sixty days advance written notice, or upon shorter notice if directed to do so by a court, the South Carolina Public Service Commission, or other competent legal authority. In the event the Customer terminates Toll Free Services for which it prepays the per minute fees monthly in advance, the Customer shall not be reimbursed for any minutes that it prepaid for the month during which the termination of service becomes effective. This tariff shall remain in effect during the notice period.

#### 2.8 Deposits

If the Company restores Service to a Customer whose Service was terminated or suspended for non-payment, the Company may require a deposit from the Customer of up to two months' estimated charges which the Company may apply against overdue charges. The Company does not otherwise require a deposit from the Customer.

#### 2.9 Taxes

All federal, state and local sales, use, gross receipts, excise, privileges and similar taxes, are billed as separate line items and are not included in the rates quoted in this tariff, unless otherwise provided in this tariff.

#### 2.10 Customer Complaints and/or Billing Disputes

2.10.1 Customer inquiries or complaints regarding service or accounting may be made to the Company in writing, telephone, or any other mutually agreeable means of communication. The Company shall provide an address and toll-free telephone number to the Customer for lodging complaints, inquiries or disputes with each bill rendered. The Company shall provide representatives or agents to receive such customer communication who have authority and information to fully resolve customer complaints or disputes.

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2.10.2 In the event of a dispute concerning an invoice, the Customer must pay a sum equal to the amount of the undisputed portion of the bill. The Company shall continue to treat disputed portions of a Customer's bill as disputed so long as the consumer continues to pursue a dispute resolution. If the customer has requested resolution of a dispute by the PSC, the Company shall consider the dispute active until otherwise ordered by the PSC. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

#### 2.11 Contract Services

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, monthly prepayment option, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

#### 2.12 Additional Terms of Service

In addition to the rules and regulations contained herein, the services shall be subject to additional terms and conditions that the Company posts from time to time on its web site: <a href="www.800responseInformationServices.com">www.800responseInformationServices.com</a>. In the event of a conflict between this tariff and the additional terms and conditions posted on the web site, the terms of this tariff shall prevail.

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#### **SECTION 3 - DESCRIPTION OF SERVICE**

#### 3.1 **Service Offerings**

The Company's Intrastate Service is offered for the provision of inbound Toll Free Services.

3.1.1 The Customer may contract with the Company to use a shared use toll free number. Shared use numbers are controlled by an enhanced service provider. The enhanced service provider, and not the Customer, is the toll free service end user for purposes of the SMS Database, and shall have the exclusive right to select the Underlying Carrier and to change routing arrangements and/or the RESP ORG. At the request of the enhanced service provider, the Company provides toll free service to multiple end users using the same toll free number. Calls to a Customer's shared use toll free number will only be terminated to the Customer if they originate in the NPAs (area codes) identified in the service contract with the Company. Calls placed to a shared use toll free number from cellular phones or other wireless devices may not be completed if more than 10 digits are dialed by the caller.

### 3.2 Determination of Call Duration and Timing of Calls

- 3.2.1 Calls commence when the call is competed. The chargeable time ends when the calling station releases the circuit. If the calling station does not release the circuit, the chargeable time ends when the circuit is released by automatic timing equipment in the telecommunications network.
- 3.2.2 All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds.
- 3.2.3 Chargeable time does not include the time lost because of known faults or defects in the service.
- 3.2.4 Calls are not distance sensitive.
- 3.2.5 A customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 90% during peak use periods.

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## **SECTION 3 - DESCRIPTION OF SERVICE Continued**

3	.3	Rat	t	AG
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- 3.3.1 Actual rates are specified in Section 4 of this tariff. All fractional cent charges are rounded to the nearest cent on a per call basis.
- 3.3.2 Rate Factors The rate for a call is determined by the service option selected by customer and the duration of the call.

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#### **SECTION 4 - RATES**

#### 4.1 Inbound Toll Free Service

Rate per minute - \$.0990

Plan is billed in six second increments with a 30 second minimum.

#### 4.2 **Payment of Calls**

#### 4.2.1 Late Payment Charges

A late payment Charge of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

#### 4.2.2 Return Check Charges

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds.

#### 4.3 Restoration of Service

A reconnection fee of \$25.00 per occurrence is charged when service is reestablished for customers who have been disconnected for non-payment.

#### 4.4 Payphone Surcharge

A surcharge will be assessed for each call made from a payphone to an inbound toll free number at the tariffed rate of the Underlying Carrier.

#### 4.5 Missed Call Reports

Customers who elect to receive missed call reports will be charged a flat fee for each incomplete call reported, in accordance with the contract for enhanced services between the Customer and the Company.

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#### **SECTION 5 - PROMOTIONAL OFFERINGS**

5.	1	<b>Th</b>	otions:
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5.1.1 The Company may, from time to time, as filed and approved by the PSC, offer promotions to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations.

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## **EXHIBIT G**

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